

ARTICLE 22

HEALTH AND SAFETY

Section A. General.

The Employer and Union will cooperate in the objective of eliminating safety and health hazards. The Employer will make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards.

It is recognized that emergency circumstances may arise, and the Departmental Employer will make satisfactory arrangements for immediate protection of the affected employees, patients, clients, residents, and the general public in an expeditious manner.

Section B. First Aid Equipment.

First aid and universal precaution equipment shall be provided at appropriate locations in the work place.

Issues concerning the contents, training, location and availability of first aid and universal precaution kits shall be an appropriate subject for local labor-management meetings.

Section C. Buildings.

The Employer will maintain all State-owned buildings, facilities, and equipment in accordance with the specific written order(s) of the Michigan Department of Labor and Economic Growth. Where facilities are leased by the Employer, the Employer will coordinate with the lessor to facilitate compliance with the order(s) of the Michigan Department of Labor and Economic Growth.

In the event of a dispute over the temperature of a leased or State-owned building, the Employer will discuss the concerns with the departmental and/or work site Health and Safety Representative immediately in an attempt to resolve the problem.

Except in emergency situations, when major renovation or reconstruction of a building is planned, employees will receive five week days prior notice, unless negotiated otherwise in secondary negotiations. Such notice shall also be provided to the Chief Steward and the work site Health and Safety Representative. In the event there is no UAW Chief Steward or Health and Safety Representative for the work site, UAW Local 6000 will be notified. At the request of the UAW, the work site Health and Safety Committee will meet to discuss the impact upon employees.

When the Union believes that working conditions at any work site have deteriorated to such an extent that the health and safety of employees is threatened, the Local 6000 Health and Safety Representative shall notify the Department of Management and Budget Health and Safety Representative for the Department of Management and Budget operated facilities or the Departmental Health and Safety Representative for department leased or owned buildings. Upon request they will meet in an attempt to resolve any outstanding issues.

Section D. Medical Examinations.

Whenever the Employer requires an employee to submit to a medical examination, medical test, including x-rays, or inoculations, by a licensed medical practitioner selected by the Employer, the Employer will pay the entire cost of such services not covered by the current health insurance programs. Employees required to take a medical examination and who object to the examination by a State-employed doctor may be examined by a mutually approved personal physician. In the absence of mutual agreement, the parties will select a physician from recommendations by a county or local medical society, by alternate striking if necessary.

Section E. Foot Protection.

The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the employee to purchase approved safety shoes, the allowance paid by the Employer for the purchase of required safety shoes shall be the actual cost of such shoes up to a maximum reimbursement of \$100.00 per pair. In lieu of an annual reimbursement of up to \$100.00, an employee may elect to receive up to \$200 dollars for the actual cost of required safety shoes every two (2) years. Employees shall have the right to purchase such safety shoes utilizing the allowance provided herein.

Section F. Protective Clothing.

The Employer will furnish protective clothing and equipment in accordance with applicable standards established by the Michigan Department of Labor and Economic Growth. The issue of the Employer providing other apparel, the purpose of which is to protect the health and safety of employees against hazards they might reasonably be expected to encounter in the course of performing job duties, shall be a proper subject for secondary negotiations.

The issue of providing cellular telephones to employees whose jobs require them to do field work and/or make home visits and the issue of equipping newly purchased or leased state cars with a keyless entry system will be a proper subject for secondary negotiations.

Section G. Safety Glasses.

The Employer reserves the right to require the wearing of suitable eye protection by employees. In such cases, the Employer will provide such eye protection devices or, if the Employer requires the employee to purchase approved safety glasses, the Employer will furnish such glasses. If an employee needs corrective safety glasses, the Employer shall also furnish such glasses after the employee has presented the required prescription. The Employer shall not pay for any eye examinations.

Section H. Safety Inspection.

When the Employer brings in a private health and safety consultant or when the Michigan Department of Labor and Economic Growth or Fire Marshall inspect a State facility in which Bargaining Unit members are employed, a designated local Union Representative will be notified by the Employer and, consistent with the operational needs of the Employer, be released from work without loss of pay to accompany the Inspector in those parts of the facility where such Unit members are employed. The Union may designate an employee to accompany an Inspector under the provisions of this Section in the absence of a designated Union Representative on the premises. Otherwise there shall be no obligation of the Employer except notification to the Union. In the event a dispute arises, it shall be resolved by a discussion between the OSE and the International Union. An employee who acts as a designated Union Representative for the purposes of this Section shall not be paid for time spent outside the employee's regularly scheduled working hours. Such safety inspections may be requested to MIOSHA by the Union when there is reason to believe that a health or safety hazard exists in a particular work site. Upon request, a copy of any reports resulting from these inspections shall be given to the Union.

When health and safety incidents result in the release of employees, or temporary reassignment to another work site, the Local Union shall be notified.

Section I. Health and Safety Committee.

1. Statewide Committee.

a. A Statewide Joint Committee on health and safety will be established consisting of two (2) representatives of the Union appointed by the Union and two (2) representatives of the Employer appointed by the Office of State Employer, hereinafter referred to as the State Committee. Each party will make a good faith effort to appoint at least one member who has professional training in industrial hygiene or safety.

The Committee shall meet at least quarterly at mutually agreeable times and places. Agendas will be established in advance. Minutes will be prepared for each meeting and a copy given to the International Union members. Additionally, at least annually, the Statewide Committee shall convene a comprehensive health and safety meeting which shall include the Union Departmental Health and Safety representatives, including the Executive Plaza/Cadillac Place Health & Safety Committee Chairperson, representatives of the Employer and such other representatives of the parties as the Statewide Committee deems appropriate.

The purpose of this annual meeting is to review health and safety concerns and to coordinate a consistent approach to resolving those concerns. Union representatives shall be permitted time off the job, without loss of pay for travel and to attend these meetings.

b. Responsibilities.

The charge of this Committee shall be to examine statewide policy issues regarding health and safety, such as, indoor air quality, asbestos, medical conditions associated with computer usage, and protection against bloodborne pathogens and to provide input on workplace design as it affects Bargaining Unit employees. In conjunction with its charge, the Committee may develop and analyze health and safety data, recommend training and make other recommendations pursuant to its findings.

The parties will jointly commission a study which shall review the potential sources of job stress including but not limited to workload, client interaction and employee involvement in job decisions and priorities. The study has been funded by an increase of \$.01 in the Employer's contribution to the Joint Education, Training and Development Fund during FY 1991-92 only. Upon completion of the study the parties shall meet to discuss the findings and discuss the appropriate means addressing the sources of stress identified in the study.

The Committee shall work in conjunction with such other committees as may exist or which may be established that deal with issues related to job stress, including, but not limited to, the Joint Union-Departmental Management Committee (workloads) and the Disability-Management Committee.

2. Departmental Representatives and Committees.

a. Departmental Health and Safety Representatives.

The Local Union shall designate a health and safety representative for each department.

Where a Joint Departmental Health and Safety Committee has not been established by secondary negotiations in accordance with Subsection (b) below, the Union departmental health and safety representative and a safety and health representative of the Employer shall meet quarterly, if necessary, at mutually agreeable times and places to review and attempt to resolve health and safety concerns.

The Union health and safety representative shall be permitted time off his/her regular job, including travel time, without loss of pay, for engaging in the health and safety activities outlined in this Section and secondary negotiations, provided, however, no overtime pay shall be made.

Where the Secondary Agreement does not establish a Departmental Health and Safety Committee, health and safety issues shall be appropriate subjects for discussion at Departmental Labor/Management meetings.

The departmental health and safety representative shall be a member of the Departmental Labor/Management Committee. The health and safety representative shall be in addition to the limits established in Article 19 except in those departments where it was negotiated in secondary negotiations in 1990.

b. Departmental Health and Safety Committees.

The Employer agrees that when a Joint Health and Safety Committee has been established by secondary negotiations, one (1) member may be appointed by the Union. The Union Representative on such Committee will be on leave without loss of pay while at meetings of the Committee. Such Committee may meet bi-monthly or more often by mutual agreement for the purpose of identifying and correcting unsafe or unhealthy working conditions which may exist. Items to be included on the agenda for such meetings must be submitted at least seven (7) calendar days in advance of scheduled meeting dates. Where no items are timely submitted, no such meetings shall be held.

When the Employer introduces new personal protective apparel or extends the use of protective apparel to new work areas or issues new rules relating to the use of protective apparel, the matter will be discussed at the first feasible meeting of the Health and Safety Committee.

Advice of the Health and Safety Committee, together with supporting suggestions, recommendations, and reasons shall be submitted to the Employer for consideration, and for such action as may be deemed necessary.

3. Executive Plaza/Cadillac Place Committee.

The parties agree to continue the Executive Plaza/Cadillac Place Health and Safety Committee. The Local Union may designate one health and safety

representative from each department housed in the Executive Plaza/Cadillac Place to serve on the Committee. The Employer may have an equal number of representatives, which shall include a representative from the Department of Management and Budget. The purpose of said Committee will be to meet and confer on mutual health and safety concerns. Meetings shall be held quarterly or more often when mutually agreed to. Agenda items will be submitted in writing by either party at least fourteen (14) calendar days in advance of the meeting. The Union representatives of the Committee will be on leave without loss of pay while at meetings of the Committee.

4. Local Agency or Facility-Level Health and Safety Committees.

The issue of the establishment of local level Health and Safety Committees shall be a proper subject for secondary negotiations.

Section J. Compliance Limitations.

If recommendations under Section I. above have not been acted upon within three (3) months, the Union may grieve alleged unsafe or unhealthful conditions which are the subject of such recommendations commencing at Step Three (3) of the grievance procedure provided in this Agreement; provided, that where a clear and present danger exists, the Union may grieve at any time at Step Two (2). The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make a positive effort to obtain the necessary funds.

Section K. Safety Evacuation Plans.

Upon the Union's request, each Agency or work location shall submit a copy of its evacuation plan to the Union for review and comment. The Employer shall establish an evacuation plan, bomb threat procedures and identify severe weather shelter areas for each work site employing Bargaining Unit members where such plans do not currently exist. Evacuation plans shall be posted and provided to an employee upon request. In state-owned buildings evacuation drills will be conducted annually.

Section L. Employee Services Referral and Members Assistance Programs.

The parties recognize that alcohol and drug abuse, mental and emotional illness, marital and family problems, and physical illness often contribute to less than satisfactory attendance and job performance.

The Employer agrees, to the financial extent possible, and without detracting from the existing Management Rights and employee job performance obligations,

to provide and maintain an Employee Services Referral Program, to the extent of advising employees relative to counseling and other reasonable or appropriate work performance improvement services available to employees where necessary.

The Employer agrees to work cooperatively with the Union to explore ways in which the Members Assistance Program can coordinate services with the existing Employee Services Program. It is the parties intent that the Members Assistance Program coordinate services with the existing Employee Services Program.

The parties agree to cooperate in encouraging employees afflicted with any condition agreed to herein to participate as needed.

Absence of referral to such programs, if provided, or failure to provide such programs, shall not diminish or abridge in any way the Employer's right to discipline for just cause.

Section M. Computer/Work Station

The Employer agrees that, within budgetary and operational limitations, proven ergonomic principles will be a factor in the selection of new office equipment for use with computer monitors, including work stations with adjustable chairs and backrests, footrests, adjustable tables and keyboard holders. Any table or keyboard surface that is adjusted upon installation to a fixed height, shall be an appropriate height for the intended user. If adjustments are necessary, requests for the adjustment will be made within a reasonable time period, generally not to exceed fourteen (14) calendar days. The Employer shall provide glare reducing screens and wrist supports to use in conjunction with computer equipment upon employee request.

Upon request the Employer shall provide training in the proper operation and adjustment of computer and work station equipment and the Union will encourage employees to use computer equipment properly.

The parties agree that issues related to computer workstations designed to be used by more than one employee are a proper subject for discussion at Joint Health and Safety Committee Meetings. When the Department of Labor and Economic Growth makes radiation measurements on computer monitors they shall be provided to the Local 6000 Health and Safety Representative.

An employee whose job duties require operating a computer on a full-time basis shall be relieved from those duties for fifteen (15) minutes for each four (4) hours worked by assigning alternate duties where possible, or as in accordance with current practice. Such relief is in addition to rest periods as provided in Article 14, Section F.

Section N. Pesticide Spraying.

In State-owned buildings, and in leased buildings with controlling provisions in the lease, the Employer will have pesticide spraying conducted after business hours and/or on weekends to allow sufficient time for the area to be ventilated. In other buildings every reasonable effort will be made to have pesticide spraying done in a similar manner. As new leases are negotiated the Employer will include such pesticide spraying provisions in the lease.